business it represents: Byrne *v.* Stewart, 124 Pa. 450. And is to be calculated by estimating every advantage secured by succeeding to the business, without reference to the exclusion of any person from engaging in the same business: Rammelsberg *v.* Mitchell, 29 Ohio, St. 22. In one case, it was assessed at one year's average net profits: Mellersh *v.* Keen, 28 Beav. 453.

R. D. S.

DEPARTMENT OF COMMERCIAL LAW.

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WILMOTH *v.* HENSEL.[1] SUPREME COURT OF PENNSYLVANIA.

Reward—How Earned—Validity of Contract—Who liable.

1. A reward offered for the prosecution and conviction of persons who violate any of the statutes against bribery or corruption at elections, is earned by procuring the prosecution, followed by a plea of not guilty, of a tax collector who issued false tax receipts. The fact that sentence was suspended is not material, the word conviction being construed in its popular and not its technical sense.

2. It is not against public policy to offer a reward for the conviction of offenses thereafter committed against election laws, nor is such a contract without consideration, if acted on in good faith. The *bona fides* of such a transaction, where the evidence is conflicting as to whether or not the plaintiff induced the commission of the crime in order to procure the reward, is for the jury.

3. When defendant, as chairman of a state political committee, signed and published an offer of reward for the conviction of persons who should violate the election laws, and subsequently, at a public meeting, declared that he had $1000 to pay for such a conviction, the question as to his personal liability on the offer is for the jury.

REWARDS.

I. *How the Contract is Formed.*—A reward, which is a promise, made usually by public advertisement, either to a particular person or persons, or to any or all persons, to pay a certain sum of money to one who will perform certain services enumerated in the offer, belongs to the class of conditional contracts, and no liability arises upon it until it is made complete by acceptance and performance of its conditions.

No special form is necessary to the validity of such a contract. In

[1] Reported in 151 Pa. St. 200; 31 W. N. C. 237; 25 Atl. Rep. 86.

fact, rewards are usually offered by public advertisement, as said above, either by means of newspapers or of handbills; but as such an offer seems to create a contract at common law, and not one within the Statute of Frauds, there would seem to be no reason why it may not be equally valid if merely a verbal offer: Byrnes *v.* Williams, 1 Moore, P. C. (U. S.) 154; Reif *v.* Paige, 55 Wis. 496; S. C. 42 Am. Rep. 731.

When once communicated to the public, the contract is complete upon the compliance of any one with its terms, and the offeror is liable upon it: Brigg's Case, 15 Ct. of Cl. 48; McLeod *v.* Meade, 77 Cal. 87; S. C. 19 Pac. Rep. 189; Pierson *v.* Morch, 82 N. Y. 502. It is not necessary that the one who accepts and acts upon the offer should give the offeror notice of his intention so to do: Harson *v.* Pike, 16 Ind. 140; Reif *v.* Paige, 55 Wis. 496; S. C. 42 Am. Rep. 731.

The offeror need not be personally interested in the matter concerning which the reward is offered: Furman *v.* Parke, 21 N. J. L. 310. An agent may offer a reasonable reward for the recovery of property belonging to his principal; and if he offer an excessive one, the person who receives the property may recover a reasonable sum as compensation: Gibb's Case, 14 Ct. of Cl. 544. The burgesses of a borough may lawfully offer a reward for the detection and punishment of a criminal, as it is really the state acting through them: Borough of York *v.* Forscht, 23 Pa. St. 391. But the officers of a town (in New England) cannot do so: Gale *v.* Berwick, 51 Me. 174; Abel *v.* Pembroke, 61 N. H. 357. Nor of a county in Oregon: Mountain *v.* Multnomah Co., 16 Oreg. 279; S. C. 18 Pac. Rep. 464. But an offer of a reward, made by the mayor, will bind the town, if ratified by the city council, which represents the whole body of the inhabitants: Crawshaw *v.* Roxbury, 7 Gray (Mass.), 374.

These cases depend on local laws, however, and it is reasonably certain that in most of the United States, municipal corporations can offer rewards for the arrest and punishment of criminals, and for other matters of public concern.

The offeror may prescribe any conditions he pleases: Arms *v.* Conner, 43 Ark. 337. And may withdraw his offer at any time before performance: Ryer *v.* Stockwell, 14 Cal. 134; Biggers *v.* Owen, 79 Ga. 658; S. C. 5 S. E. Rep. 193; Shuey *v.* U. S., 2 Otto (92 U. S.) 73. But if the offer stands and its declared conditions are performed, it makes no difference that the results do not meet the private expectations of the offeror. His secret motives form no part of the contract: Kashing *v.* Morris, 71 Tex. 584; S. C. 9 S. W. Rep. 739.

The offer need not in all cases be actually communicated to the public. It would seem to be sufficient if it be published where the public might have access to it. Thus, when the governor officially signed a proclamation offering a reward for the apprehension and delivery to the proper jailer of a fugitive from justice, and it was entered on the executive journal, the offer was held complete without further publication: Auditor *v.* Ballard, 9 Bush. (Ky.) 272; S. C. 15 Am. Rep. 728.

Such an offer, when acted upon, is not a *nudum factum*. The performance of its conditions is a good consideration: Ryer *v.* Stockwell, 14 Cal. 134; Janvrin *v.* Exeter, 48

N. H. 83; Furman *v.* Parke, 21 N. J. L. 310.

It is a mooted question whether or not it is essential that the performance of the services should be made with a knowledge of the offer and with a view to obtaining the reward. Some cases have held that these are essential, as without them there can be no mutuality between the parties: Hewitt *v.* Anderson, 56 Cal. 476; S. C. 38 Am. Rep. 65; Chic. & Alton R. R. *v.* Sebring, 16 Ill. App. 181; Lee *v.* Trustees, 7 Dana (Ky.) 28, (but see Auditor *v.* Ballard, *infra*); Furman *v.* Parke, 21 N. J. L. 310; Fitch *v.* Snedaker, 38 N. Y. 248; Howland *v.* Lounds, 51 N. Y. 604; S. C. 10 Am. Rep. 654. But several well-considered cases hold that neither knowledge nor intention is essential; and that it is sufficient, if the services be in fact performed: Williams *v.* Carwardine, 4 B. & Ad. 621; S. C. 5 C. & P. 566; Gibbons *v.* Proctor, 64 L. T. N. S. 594; S. C. 7 T. L. R. 462; 55 J. P. 616; Eagle *v.* Smith, 4 Houst. (Del.) 293; Dawkins *v.* Sappington, 26 Ind. 199. "Would the benefit to the State be diminished by a discovery of the fact that appellee, instead of acting from mercenary motives, had been actuated solely by a desire to prevent the escape of a fugitive and to bring a felon to trial?": Auditor *v.* Ballard, 9 Bush. (Ky.) 572; S. C. 15 Am. Rep. 728. On strict legal principles, perhaps, the former opinion is the better; but the man, who arrests a criminal, or recovers stolen property, has certainly some equity to the reward offered, which courts that proceed on equitable principles ought to respect.

The offer of a reward is not of unlimited duration. It is good only for a reasonable time. In Loring *v.* Boston, 7 Metc. (Mass.) 409, it was held to have expired after the lapse of three years and eight months; but in Re Kelly, 39 Conn. 159, it was held that the offer was not barred by the lapse of nearly three years, but held good until the statute of limitations had run against the crime.

It is not against public policy to offer a reward for the detection and conviction of future offenses: Wilmoth *v.* Hensel (the principal case), 151 Pa. St. 200; S. C. 31 W. N. C. 237; 25 Atl. Rep. 86.

II. *Performance of Conditions.* —Before one is entitled to a reward, he must show that he has fully complied with the conditions of the offer: Arms *v.* Conner, 43 Ark. 337; Nall *v.* Proctor, 3 Metc. (Ky.) 447; Goldsborough *v.* Cradie, 28 Md. 477; Com. *v.* Edwards, 10 Phila. (Pa.) 215; Shuey *v.* U. S., 2 Otto (92 U. S.) 73; Jones *v.* Phœnix Bank, 8 N. Y. 228. A reward for information that will lead to the arrest and conviction of a criminal is not earned until the trial and conviction are brought about: Ryer *v.* Stockwell, 14 Cal. 134. When an arrest is the consequence of the criminal's surrendering himself to justice, the one who arrests him on such surrender cannot claim a reward offered for information leading to his conviction: Bent *v.* Union Bank, 4 C. P. D. 1. So, when a reward was offered for the arrest of a fugitive and his delivery to a certain jail, and A. arrested him and delivered him to a magistrate, by whom he was put in the custody of a constable, where he remained until he was tried and acquitted, it was held that A. had not earned the reward: Clanton *v.* Young, 11 Rich. (S. C. L.) 546. A

mere imparting of information or suspicion will not earn a reward offered for an arrest and conviction: Burke *v.* Wells, Fargo & Co., 50 Cal., 218. Information gained by one not entitled to claim a reward (a public officer), and by him communicated to another, on whose advice the criminal confessed to him and the officer together, and a conviction was had on that confession, was held not to entitle such person to the reward: Dunham *v.* Stockbridge, 133 Mass. 233. Information, which merely tends to create suspicion, without enough to justify the arrest of the suspect, will not entitle to a reward offered for the arrest of the offender: Austin *v.* Supervisors, 24 Wis. 279.

A fortiori the claimant cannot recover, if the necessary services, or a part of them, were not, in fact, performed by him: Sanderson *v.* Lane, 43 Mo. App. 158; County of Juniata *v.* McDonald, 122 Pa. St. 115; S. C. 15 Atl. Rep. 696; Adair *v.* Cooper, 25 Tex. 548, or were performed without any intention of claiming the reward: Fallich *v.* Barber, 1 M. & S. 108. A reward for information that will lead to arrest and conviction, does not intend information given in casual conversation, but such as is given with a view to its being acted on, either to the person offering the reward, or his agent, or to an officer with authority to arrest; not to a third person with no duty or interest in the premises: Lockhart *v.* Barnard, 14 M. & W. 674. When a "liberal reward" was offered for information leading to the arrest of a fugitive from justice and a specific sum for his arrest, the "liberal reward" was held due upon the giving of the information required, but not the specific sum, unless the arrest was in fact made by the claimant or his agents: Shuey *v.* U. S., 2 Otto (92 U. S.) 73.

The services must be performed in good faith; an unauthorized arrest of a defendant out on bail will not earn a reward: Marking *v.* Needy, 8 Bush. (Ky.) 22. A reward is not earned by an arrest of runaways, if the claimant knew they were returning: Goldsborough *v.* Cradie, 28 Md. 477. One who assists in the escape of a prisoner, and withholds that fact cannot recover a reward for information leading to his recapture: Hassan *v.* Doe, 38 Me. 45. So, one who actually aids in concealing and maintaining a fugitive, and finally surrenders him on an express agreement with him that he should be given a portion of the sum received as a reward, is not entitled to it: Bledsoe *v.* Jackson, 4 Sneed. (Tenn.) 429. And an informer cannot recover a reward for recovery of stolen goods, if he had them in his possession, knowing them to be stolen, or was, in any way, connected with the felony: Jenkins *v.* Kelren, 12 Gray (Mass.) 330. But it would seem that a receiver can recover a reward for information leading to the arrest of the thieves: Tarner *v.* Walker, 6 B. & S. 871; S. C. 1 L. R. Q. B. 641; Aff., 2 L. R. Q. B. 241; 8 B. & S. 314. Where the evidence is conflicting as to whether or not the plaintiff procured the commission of the crime with a view to obtaining the reward, the question of his good faith is for the jury: Wilmoth *v.* Hensel (the principal case), 151 Pa. St. 200; S. C. 31 W. N. C. 237; 25 Atl. Rep. 86.

According to one case, a reward offered for the arrest of two persons is not recoverable *pro tanto* on the

arrest of one: Blain *v.* Pac. Exp. Co. (Tex.), 6 S. W. Rep. 679. But this rule would hardly extend to the case of lost or stolen property, in view of the cogent reasoning in Symmes *v.* Frazier, 6 Mass. 344, where a reward had been offered for the recovery of a parcel of lost bankbills, and the court held the finder of part entitled to a *pro tanto* reward. "Any other consideration would be extremely mischievous in its effects, and would in most cases tend to convert an honest finder of lost or stolen property into a fraudulent concealer of it. For when an honest man in low circumstances, encouraged by an advertisement like that in the present case, and having bestowed his time and labor in searching for and restoring lost property, shall find that, by accident or previous fraud, part of the property has disappeared, and that by law his diligence and fidelity are to pass wholly without reward, the temptation to convert the whole to his own use might be too strong to resist; for in most cases a detection would be difficult, if not impossible. It is, therefore for the interest of the loser, and certainly tends to secure the integrity of the finder, that whenever any proportion of the property is found and actually restored, under circumstances which leave no doubt of the faithfulness and integrity of the finder, this latter should have such part of the reward which may have been offered as will be proportionate to the property so restored."

But a reward offered for the return of "lost" property cannot be recovered if it was not in fact lost in the legal sense of the word. If one dealing with a bank accidentally leaves his pocketbook on a desk in the banking-room, and publishes an advertisement describing it as lost and promising a reward for its return, another who, while dealing at the bank, discovers and takes it is not entitled to the reward, as it was never lost in the eye of the law, being in the custody of the bank: Kincaid *v.* Eaton, 98 Mass. 139.

It is not necessary, in order to earn a reward, that its conditions be literally complied with; a substantial compliance is all that is required. If a criminal, arrested on suspicion, afterwards confesses, such confession will entitle the one who secured it to a reward offered for procuring information: Smith *v.* Moore, 1 C. B. 438. When a reward was offered for the delivery of an escaped prisoner at a certain place, and two persons arrested him and were taking him thither, when they were intercepted, and the prisoner demanded of them by the sheriff of the county in which they then were, to whom they surrendered him, giving notice that they claimed the reward, it was held that they had earned it: Stone *v.* Dysert, 20 Kans. 123. So, where conviction is a condition of the reward, the latter is earned, though the conviction is prevented by the dismissal of the indictment at the instance and request of an attorney employed by the offeror to prosecute: R. R. *v.* Goodnight, 10 Bush. (Ky.) 552; S. C. 19 Am. Rep. 80; though an order is procured arresting judgment, or discharging the prisoner, after a verdict of guilty: Buckley *v.* Schwartz, 83 Wis. 304; S. C. 53 N. W. Rep. 511; or though the verdict of guilty is followed by a suspension of judgment: William's Case, 12 Ct. of Cl. 192: Wilmoth *v.* Hensel (the principal case), 151 Pa. St.

200; S. C. 31 W. N. C. 237; 25 Atl. Rep. 86.

A reward is earned when the guilty person is pointed out, though he had an accomplice: Gilkey *v.* Bailey, 2 Harr. (Del.) 359; when the criminal is convicted, though the conviction could not have been had without his own confession: Crawshaw *v.* Roxbury, 7 Gray (Mass.) 374; and a reward for "detection" is earned by giving information that leads thereto: Brennan *v.* Hoff, 1 Hilt. (N. Y.) 151; Besse *v.* Dyer. 9 Allen (Mass.) 151.

The services need not be performed in person; they may be performed through an agent: Co. of Montgomery *v.* Robinson, 85 Ill. 174; Pruitt *v.* Miller, 3 Ind. 16; and when information is required, it need not be given to the offeror. It is sufficient if it be given to one with authority to receive and act on it: Lancaster *v.* Walsh, 4 M & W. 16.

III. *Who is Entitled to Reward.* —This depends, in the first instance, on the wording of the offer. As the offeror may prescribe what terms he pleases, he may restrict his offer to a particular class of persons, or to a particular person. But even in such a case it has been held that one not within the terms of the offer may become entitled to the reward, if his services are accepted and made use of by the offeror: Bank *v.* Hart, 55 Ill. 62.

When the offer is general, however, anyone (with one exception, to be noted hereafter) may perform the services required, and so become entitled to the reward: Cummings *v.* Gann, 52 Pa. St. 484. If more than one do so, the first only is entitled to it: Lancaster *v.* Walsh, 4 M. & W. 16. See Thatcher *v.* England, 3 C. B. 254. One who assists another in performing the services cannot recover a proportionate part of the reward without an express promise to share it with him: Stroud *v.* Garrison, 24 Ark. 53. But several persons may make an agreement to apportion a reward, when recovered, between them, and in such a case one who receives the whole reward will be liable to each of the others for his proportion, in an action for money had and received: Dawson *v.* Gurley, 22 Ark. 381.

The owner of a stolen horse, who pursues and captures the thief, is entitled to the statutory reward given by Acts Penna., Mch. 15, 1821 (P. L. 90): Co. of Butler *v.* Leibold, 107 Pa. 407. An employé of a railroad company may earn a general reward offered by it: Chic. & Alton R. R. Co. *v.* Sebring, 16 Ill. App. 181; and an infant who performs the required services may maintain an action to recover the reward on attaining his majority: Morris *v.* Kasling (Tex.), 15 S. W. Rep. 226.

The exception to the rule that anyone who performs the services required may earn a general reward is, that a public officer may not do so when the services lie in the line of his duty. Any offer to compensate him for doing that duty is against public policy, and void; and his performance of the services creates no contract between him and the offeror: R. R. *v.* Grafton, 51 Ark. 504; S. C. 11 S. W. Rep. 702; Re Russell, 51 Conn. 577; S. C. 50 Am. Rep. 55; Means *v.* Hendershott, 24 Iowa 79. This rule has been applied to constables: Hayden *v.* Souger, 56 Ind. 42; S. C. 26 Am. Rep. 1; Exp. Gore, 57 Miss. 251; Smith *v.* Whilldin, 10 Pa. St. 39; Gilmore *v.* Lewis, 12 Ohio, 281; policemen: Kick *v.* Merry, 23 Mo.

72; Thornton *v.* Mo. Pac. Ry., 42 Mo. App. 58; sheriffs: Rea *v.* Smith, 2 Handy (Ohio), 193; Stamper *v.* Temple, 6 Humph. (Tenn.), 113; deputy sheriffs: Warner *v.* Grace, 14 Minn. 487; chiefs of police: Day *v.* Ins. Co., 16 Minn. 408; watchmen: Pool *v.* Boston, 5 Cush. (Mass.) 220; customs officers: Davis *v.* Burns, 5 Allen, (Mass.) 352; and overseers of the poor: Ring *v.* Devlin (Wis.), 32 N. W. Rep. 121. Even a private person, who applies for and receives from a sheriff a warrant and special deputation to arrest a fugitive from justice, becomes a deputy thereby, and cannot recover a reward for the arrest: Malpass *v.* Caldwell, 70 N. C. 130. But if the warrant was illegal, or otherwise conferred on him no authority to make the arrest, he can still claim the reward: Hayden *v.* Souger, 56 Ind. 42; S. C. 26 Am. Rep. 1.

This exception does not apply, however, where the services are outside of the officer's line of duty: England *v.* Davidson, 11 Ad. & El. 856. As where a fugitive from one State is arrested without process by an officer of another State: Morrell *v.* Quarles, 35 Ala. 544. Or even by an officer of another county: Davis *v.* Munson, 43 Vt. 676; S. C. 5 Am. Rep. 315. A constable temporarily suspended does not act in the line of his duty in securing evidence to convict a criminal: Smith *v.* Moore, 1 C. B. 438. It is no part of the duty of a municipal officer to leave his city and county, and prosecute an offender in another county: Bronneberg *v.* Coburn, 110 Ind. 169; S. C. 11 N. E. Rep. 29. It is not the duty of an officer to make an arrest without warrant for an offence not committed in his view, and without legal complaint made against the party arrested: Kasling *v.* Morris, 71 Tex. 584; S. C. 9 S. W. Rep. 739; Russell *v.* Stewart, 44 Vt. 170. So, when a sheriff of a county in New York pursued a fugitive to Illinois, and there arrested him under a requisition, it was held that he did not receive process in Illinois as sheriff, that he made the arrest as a private citizen, that the fact that he was sheriff, or that the requisition described him as such, added nothing to his authority, and that he was entitled to the reward: Gregg *v.* Pierce, 53 Barb. (N. Y.) 387. But see Malpass *v.* Caldwell, 70 N. C. 130. And, similarly, a fireman can recover a reward for rescuing a body from a burning building, as it is no part of his duty to risk his life in the service: Reif *v.* Paige, 55 Wis. 496; S. C. 42 Am. Rep. 731.

A reward for the arrest of "any one who has killed another, and is fleeing or attempting to flee before arrest" is earned by a private person, who arrests a criminal who has escaped from arrest by another private person: Wilson *v.* Wallace, 64 Miss. 13; S. C. 8 So. Rep. 128; but not when he has escaped from an officer: Candler *v.* Itawamba Co., 62 Miss. 194.

IV. *Liability on Offer.*—There is sometimes a doubt as to whether the offer of a reward creates a personal liability. If offered by a private individual, acting for himself, it undoubtedly does so; but where it is offered by a public officer, or by a person acting as the agent of another, it depends wholly upon the authority of the offeror to bind his principal by such an offer. An agent may bind his principal by offering a reward for the recovery

of property: Gibb's Case, 14 Ct. of Cl. 544. And a railroad superintendent, without express authority, may bind the company by the offer of a reward for the arrest of persons offending against its property rights: Cent. R. R. & Bkg. Co. *v.* Cheatham, 85 Ala. 292; S. C. 4 So. Rep. 828. But whether an offer of a reward by the chairman of a political committee binds him personally is a question for the jury: Wilmoth *v.* Hensel (the principal case), 151 Pa. St. 200; S. C. 31 W. N. C. 237; 25 Atl. Rep. 86.

Public officers, however, must show clear authority to bind the municipality; and if they do not, they will be personally liable, although they make the offer under their official designation: Prentiss *v.* Farnham, 22 Barb. (N. Y.) 519; Freeman *v.* Boston, 5 Metc. (Mass.) 56; Brown *v.* Bradlee, 156 Mass. 28; Borough of York *v.* Forscht, 23 Pa. St. 391; Lee *v.* Trustee, 7 Dana (Ky.), 28.

In general an offer of a reward is to be construed as the public would understand it, and not with strict technicality: Fargo *v.* Arthur, 43 How. Pr. (N. Y.) 193; Wilmoth *v.* Hensel (the principal case), 151 Pa. St. 200; S. C. 31 W. N. C. 237; 25 Atl. Rep. 86. Whether it applies to past offences, or future, or both, is to be gathered from the wording of the particular offer: Cent. R. R. & Bkg. Co. *v.* Cheatham, 85 Ala. 292; S. C. 4 So. Rep. 828; Cornelson *v.* Ins. Co., 7 La. An. 345; Salbadore *v.* Ins. Co., 22 La. An. 338; Freeman *v.* Boston, 5 Metc. (Mass.) 56; Loring *v.* Boston, 7 Metc. (Mass.) 409; *Re* Kelly, 39 Conn. 159.

Although the finder of lost property has no claim to a reward, if none has been offered: Watts *v.* Ward, 1 Oreg. 86; Wentworth *v.* Day, 3 Metc. (Mass.) 352; Nicholson *v.* Chapman, 2 H. Bl. 254; only to be reimbursed his necessary expenses in keeping it: Amory *v.* Flynn, 10 Johns. (N. Y.) 102; yet if a reward has been offered, the finder has a lien on the property to the amount of the reward, and can retain it until the reward is paid: Wentworth *v.* Day, 3 Metc. (Mass.) 352; Cummings *v.* Gann, 52 Pa. St. 484. But no lien is implied when the offer is merely of a "liberal reward:" Wilson *v.* Guyton, 8 Gill. (Md.) 213. If the finder has sued for the reward and recovered judgment, he can still retain the property until the judgment is paid, and the owner cannot replevy it: Everman *v.* Hyman, 3 Ind. App. 459.

When two persons claim a reward, it is held in England that it is not a proper case for an interpleader: Collis *v.* Lee, 1 Hodges, 204; but in New York, that it is: Fargo *v.* Arthur, 43 How. Pr. (N. Y.) 193.

When a reward has been earned by one person, but paid to another through fraud or mistake, an action will lie to recover it from the wrongful receiver: Stephens *v.* Brooks, 2 Bush. (Ky.) 137, but not assumpsit for money had and received; for there is no privity between them: Sergeant *v.* Stryker, 16 N. J. L. 464.

When an offer of a reward for arrest *or* information is in the disjunctive, and one person arrests and another gives the information required, the offeror must pay each a sum equal to the reward offered: Per Ld. Kenyon, in Ernst's Case, 3 Went. Plead. 30.

When the claimant did not know at the time that a reward had been

offered, any sum accepted by him in return for the services performed will be considered as in satisfaction thereof: Marvin *v.* Treat, 37 Conn. 96.

V. *Practice.*—A reward need not be declared on specially, but may be recovered on a general *iudebitatus assumpsit:* Bank *v.* Hart, 55 Ill. 62. The declaration must show that the plaintiff has performed the conditions of the offer: Codding *v.* Mansfield, 7 Gray (Mass.), 272. To recover on a reward for arrest and conviction, the plaintiff must allege that he was instrumental in procuring the conviction, not merely that the criminal was convicted: Furman *v.* Parke, 21 N. J. L. 310; Morris *v.* Kasling (Tex.), 15 S. W. Rep. 26. The record of conviction is evidence that the claimant has earned the reward: Brown *v.* Bradlee, 156 Mass. 28; overruling on this point Mead *v.* Boston, 3 Cush. (Mass.) 404. The Statute of Limitation does not begin to run against a claim for a reward until it has been earned by full performance: Ryer *v.* Stockwell, 14 Cal. 134.

[NOTE.—"People are very ready to offer rewards for the discovery of offenders whilst smarting under the loss or injury they have sustained, but are slow indeed to pay them when the claimants present themselves:" C. J. Tindal, in Smith *v.* Moore, 1 C. B. 438.]

R. D. S.